

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MAINE  
FISCAL YEAR 2011 CONTRACT**

**1. Contract**

The contracting terms indicated below along with the fixed terms and conditions set forth in the Terms and Conditions document and any purchase order or request for specific interpreting assignments, constitute the contract for contract court interpreter services in the \_\_\_\_\_ language for the period of October 1, 2010, through September 30, 2011, between the court identified above and the interpreter,

**2. Interpreter Classification**

This interpreter's documented classification level for the language indicated is:

- \_\_\_\_ Federally Certified (Spanish, Navajo and Haitian Creole only)  
\_\_\_\_ Professionally Qualified (Only Administrative Office of the Courts can make this classification)  
\_\_\_\_ Language Skilled

**3. Rates for Interpreting Services**

The following rates shall be paid for the interpreting services rendered by the named interpreter, in accordance with the Administrative Office's established fee schedule for the interpreter's classification level and the terms of service defined in the purchase order or request.

**Certified and Professionally-Qualified Interpreters**

Term:	Rate: (effective 2/1/2010)
Daily Rate (more than 4 hours)	\$388.00
Half-Day Rate (4 hours or less)	\$210.00
Overtime Rate	\$55.00 per hour or part thereof

**Non-Certified, Language-Skilled Interpreters**

Term:	Rate: (effective 2/1/2010)
Daily Rate (more than 4 hours)	\$187.00
Half-Day Rate (4 hours or less)	\$103.00
Overtime Rate	\$32.00 per hour or part thereof

A contract court interpreter may not receive duplicate payment for the same half or full day from any one or more federal court units, Federal Public Defender organization, or Criminal Justice Act appointed attorney for any two or more of a service fee, travel fee or cancellation fee. Two half days, for travel and/or cancellation and/or service, will be paid at the applicable rate of one full day if both half days are accrued on the same day.

#### **4. Payment for Services**

An original invoice or local court form for services rendered shall be submitted by the interpreter within 30 days of completion of a given assignment to the following address:

United States District Court  
Office of the Clerk  
Attn: Financial Administrator  
156 Federal Street  
Portland, ME 04101

If necessary, the contract court interpreter may submit an interim invoice for assignments that extend beyond one month. Interim invoices and travel expenses vouchers may be submitted when the contract court interpreter services are rendered over a long-term period.

The invoice must include all of the following:

- Name of the interpreter;
- Tax Payer Identification Number (TIN) or Social Security Number;
- Mailing address;
- Case or file number and caption;
- Language in which the interpreting services were provided; and
- Dates and times the interpreting services were provided.

Subsistence expenses will be reimbursed on an actual expense basis.

#### **5. Travel Days and Travel Reimbursement**

No payment will be provided for travel time for travel within the local commuting area of the court location in which the contract court interpreter is working. The local commuting distance to the courthouse will be set by the Court.

The purchase order or requisition for interpreter services shall state all travel authorized. The contract court interpreter will be paid for travel time upon submission of both a proper invoice and the order or requisition authorizing travel.

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance from the interpreter's residence, using air transportation or long-distance ground transportation, on a day prior to a court proceeding, the court will pay a travel time fee, based on time in travel, equal to the applicable half-day or full-day rate, plus the overtime rate for any hour or fraction over eight hours.

If travel to the interpreter's residence from a court location beyond the local commuting distance is required on the day after completion of a court proceeding, the court will pay a travel time fee, based on time in travel, equal to the applicable half-day or full-day rate, plus overtime if applicable.

Time in travel is counted from the time the interpreter leaves the residence or other authorized location until arrival at the court location, and from the time the interpreter leaves the court location until arrival at the residence or other authorized location.

If the travel time and service time for the same day exceed four hours, the total amount paid will be applicable full-day rate, plus overtime for each hour or fraction over eight hours, if any.

All of the above are in addition to subsistence expenses to be reimbursed if the interpreter submits a proper invoice and the necessary receipts, in accordance with this contract. For court proceedings that last longer than one week at a location beyond the local commuting distance from the contract court interpreter's residence, no interpreting fees will be paid for weekend days when the contract court interpreter is not providing interpreter services.

The contract court interpreter who stays on travel status during a weekend will be paid per-diem and subsistence expenses only for lodging and meals. If the contract court interpreter returns to the interpreter's residence during a weekend, the court will determine whether it is more advantageous to the government to pay the interpreter's travel time or to reimburse the interpreter for travel expenses.

For court proceedings lasting longer than two weeks, the court will pay for one round-trip return home every other weekend, in accordance with the Judiciary Staff Travel Regulations, which are attached to this contract.

Invoices for travel dates must include:

- Departure time from residence;
- Arrival time at court destination;
- Departure time from court location;
- Arrival time at residence at the end of travel;
- Itemized applicable charges or costs for services as well as travel; and
- All applicable receipts for lodging and any expense of \$25 or more.

## **6. Location for Performance of Interpreting Services**

The contract court interpreter agrees to perform interpreting services at the following court location(s): \_\_\_\_\_ Portland, Maine or \_\_\_\_\_ Bangor, Maine.

The contract court interpreter's place of residence is:

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Travel expenses, such as mileage and parking, will not be paid if the court interpreter's residence is less than thirty (30) miles from the court location. The Administrative Office's established fee schedule covers travel expenses for local travel.

## **7. Cancellation and Cancellation Fees**

If the contract court interpreter receives notice of cancellation of a court proceeding at least 24 hours prior to the scheduled proceeding or time of departure from residence while in travel status, not counting weekends or federal holidays, no cancellation fee will be paid.

If the contract court interpreter is notified of the cancellation less than 24 hours before the scheduled proceeding or time of departure from residence while in travel status, not counting weekends or federal holidays, the court will compensate the interpreter with a cancellation fee as described in Section 3 of this contract – Rates for Interpreting Services.

If the court proceeding is cancelled after the contract court interpreter is en route or arrives at the court location, or if the judge deems the contract court interpreter does not communicate effectively and therefore cannot be used after the interpreter arrives at the court, travel time fees will be paid as indicated in Section 5 of this contract – Travel Days and Travel Reimbursement.

## **8. Questions on the Terms and Conditions**

Inquiries concerning the Terms and Conditions of this agreement should be directed to the Contracting Officer at (207)780-3356. Any inquiries concerning the contract or the rates authorized under this contract should be addressed to the Interpreting Coordinator at the same number as above.

## **9. Background Check and Interpreter Listing**

The interpreter whose name and signature appear below understands that his/her name, Social Security number (or Taxpayer Identification number), documented classification level, address and contact numbers will be listed in the National Court Interpreter Database (NCID), a database internal to the federal judiciary that may be accessed by other federal courts. The interpreter also understands that a mandatory FBI fingerprint check will be conducted every two years and may be considered by courts in determining the interpreter's suitability to work as a contractor.

\_\_\_\_\_  
Interpreter's Signature

\_\_\_\_\_  
Contracting Officer

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Names

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Social Security or Tax ID Number

\_\_\_\_\_  
Date